IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 2067 OF 2007

Mahadev Ramchandra Patil & Ors. ....Petitioners.

V/s

Yashwant Sahakari Bank Ltd
and Ors. .....Respondents.

Mr. P.D. Dalvi for Petitioners.

None for Respondents.

CORAM: V.M. KANADE, J.
DATE : 6th July, 2007

P.C.:

1. Heard the learned Counsel for the Petitioners.

2. Petitioners take exception to the order passed by the Registrar issuing Certificate under section 101 for recovery of an amount of Rs 88,012.00.

3. It is submitted by the learned Counsel appearing on behalf of the Petitioners that the Bank has asked the Petitioners to pay the entire loan amount alongwith interest on the failure of the Petitioners to pay

few intalments to the Bank. He submitted that instead of demanding the amount which was due and payable towards in instalment, the Bank had recalled the entire loan which was given by the Bank to the Petitioners. He submits that, that being the position, the Registrar while exercising his power under section 101 of the Co-operative Societies Act had the jurisdiction only to issue a certificate in respect of dues which were due & payable as on the date on which the default has been committed by the Petitioner. He invited my attention to the provisions of section 101 and submitted that in respect of Co-operative Bank, it was clearly stated that the Registrar was authorized to recover the dues. He submitted that, that being the position, Registrar Could not have issued a Certificate for the entire amount of loan which was granted by the Bank to the Petitioners. This is the only submission made by the learned Counsel appearing on behalf of the Petitioner. This submission cannot be accepted. It is always open for the Bank on the failure of borrower to pay few instalments to recall the entire loan amount. In the present case, Petitioner, admittedly, had committed default in the payment of instalments which were due and payable on 13/02/2000, 13/08/2000, 13/02/2001, 13/08/2001 & 13/02/2002 and, accordingly, the Bank had demanded the entire loan amount. The Bank, therefore, had authority to recall the entire loan amount in the event of failure of the borrower to pay certain instalments. Therefore, it cannot be said that the amount demanded by the Bank could only be restricted to the amount which was due and payable towards the instalments and not the whole amount. Since the Bank had demanded the entire loan which was given by the Bank to the Petitioner, obviously, it became the amount which was due and

payable to the Bank. This being the position, it was the amount due and payable and, therefore, the Registrar while exercising his power under section 101 was competent to issue a Certificate for the said amount.

4. Hence, there is no merit in the submission made by the learned Counsel for the Petitioners. Petition is accordingly dismissed.

(V. M. KANADE, J.)